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17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN FRANCISCO DIVISION**

20 AMERICAN FEDERATION OF
21 GOVERNMENT EMPLOYEES, AFL-CIO, et
al.,

22 Plaintiffs,

23 v.

24 DONALD J. TRUMP, in his official capacity as
25 President of the United States, et al.,

26 Defendants.
27
28

Case No.: 3:25-cv-03070-JD

**DECLARATION OF MARGARET
LIEN**

DECLARATION OF MARGARET LIEN

I, Margaret Lien, declare as follows:

1. I am over 18 years of age and competent to give this declaration. This declaration is based on my personal knowledge, information, and belief.

2. I worked for the General Services Administration ("GSA") for approximately 49 years. I retired on or about January 2, 2020. My position of record at that time was an Administrative Assistant with the Federal Acquisition Service ("FAS").

3. I am the President of the American Federation of Government Employees Local 236 ("Local 236" or the "Union"). I have been a member of AFGE since approximately 1975. Prior to becoming a nationwide local, the AFGE bargaining units at GSA were represented by AFGE Council 236. I was the President of Council 236 since approximately 2017 and then when the Council was converted into a nationwide local, I have been the President of Local 236.

4. Local 236 represents two bargaining units of approximately 3,074 civil servants who work for GSA. One unit is comprised of professional employees and the other is comprised of nonprofessional employees. These employees include but are not limited to: contract specialists; realty specialists; architects; financial management analysts; lease management specialists; procurement technicians; appraisers; accountants; utilities program specialists; building managers; budget analysts; portfolio advisors; and administrative assistants. These bargaining unit members perform functions related to GSA's mission of providing real estate, technology, equipment, and supplies to other agencies. The March 27, 2025 Executive Order titled "Exclusions from Federal Labor Management Relations Programs" ("Executive Order") covers all of the workers in Local 236's bargaining units.

5. Local 236's mission is to advocate for and promote the interests of bargaining unit members in their federal employment, including working for a safe and fair workplace for all members. As the exclusive bargaining representative of these workers, the Union provides many services to all bargaining unit members. Core functions of the Union include collective bargaining with the agency to obtain a fair and reasonable collective bargaining agreement

1 (“CBA”); filing and negotiating grievances against the agency to enforce the terms and
2 conditions of the CBA; pursuing arbitrations on behalf of workers to enforce the CBA; making
3 sure that the Agency is treating employees fairly and consistently with the law and the CBA;
4 assist employees with their EEO complaints and reasonable accommodation requests; and
5 providing other support, guidance, and resources to bargaining unit employees.
6

7 6. The Executive Order will have an immediate adverse effect on the Union’s ability
8 to provide these services to unit members and to accomplish its mission.

9 7. If the Union is no longer the exclusive bargaining representative of the unit, the
10 Union cannot enforce the CBA against the agency. The CBA, which was in effect until April 1,
11 2025 when the Agency sent a notice terminating the CBA, provided important rights and
12 protections to workers. For instance, the CBA:

- 13 a. Set terms and conditions for working hours, sick leave, holidays, and paid time
14 off for workers in the unit.
- 15 b. Imposed safety and health requirements to ensure the welfare of workers in their
16 place of employment.
- 17 c. Established protections for workers regarding reduction-in-force (“RIF”) actions
18 and procedures.
- 19 d. Imposed procedures for and limitations on disciplinary and adverse actions
20 against workers.
- 21 e. Provided for an Employee Assistance Program for individuals who have problems
22 associated with alcohol, drug, marital, family, legal, financial, stress, attendance,
23 and other personal concerns.
- 24 f. Established grievance and arbitration procedures for employees and the Union to
25 resolve disputes with the agency over employment matters.
- 26 g. Provided for official time and office space, which allows bargaining unit
27 employees to perform union representation activities during certain amounts of
28

1 time the employee otherwise would be in a duty status, without loss of pay or
2 charge to annual leave, and on agency property.

3 Without the Union to represent them and enforce the CBA, the workers will not have the
4 benefit of those rights and protections going forward. On April 1, 2025, the Agency sent the
5 Union a notice that it is terminating the CBA under the Executive Order. Attachment #1.

6 8. As a result of the Executive Order, pending grievances and arbitrations to
7 vindicate workers' rights, including under the CBA, will be left unresolved. On March 31, 2025,
8 the Local filed a grievance over four Reduction in Force ("RIF") notices that the Agency has
9 issued to the Local's bargaining unit employees since February 28, 2025.

10 9. Additionally, the Local requested briefings on the RIF notices. The Agency
11 scheduled the briefings for Friday March 28, 2025. After the issuance of the Executive Order on
12 March 27, the Agency cancelled the briefing on the morning of March 28.

13 10. Local 236 has been very successful in working with employees regarding
14 performance rating issues. For example, the Local has worked with numerous employees on
15 getting their performance ratings raised and/or getting negative comments deleted from their
16 performance appraisals. The Local has also assisted employees with rebutting negative
17 comments from customer agencies as the employees often need guidance on how to react and
18 respond to these situations. Without official time under the CBA, the union representatives will
19 no longer be able to serve and advocate on behalf of the employees.

20 11. Official time is important to the Union's representational duties. Union
21 representatives use official time to: meet with employees; meet with management to have
22 discussions and engage in problem resolution; research issues affecting the bargaining unit; and
23 to receive training, to name a few examples. Without official time, Local 236 representatives will
24 not be able to meet with employees to discuss issues and employees will not be able to come and
25 talk to us. The CBA is what allows the employee to meet with the union representatives on duty
26 time and without the CBA, they will no longer be able to do so. It is an important right for both
27 the union representative and the employee seeking help. Without official time, union

1 representatives will only be able to perform representation functions in the evenings, weekends,
2 or during their lunch. Lunch time is a difficult time to meet with employees because there is not
3 often a private space available to discuss issues that may be sensitive.

4 12. Not having office space at the agency facility is also detrimental to the union.
5 Having office space under the CBA helps the union be visible on a daily basis. It also helps to
6 meet with employees in a private space. No one wants to go to the cafeteria or a glass encased
7 conference room to meet with a union representative about a condition of employment because
8 everyone knows what you are doing. It puts a real damper on union representation.
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10 I declare under penalty of perjury under the laws of the United States that the foregoing is
11 true and correct. Executed April 1, 2025, in Tacoma, WA.
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14 Margaret Lien
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ATTACHMENT 1

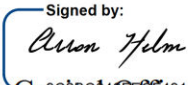


U.S. General Services Administration (GSA)

April 1, 2025

MEMORANDUM

To: Margaret Lien
President
American Federation of Government Employees, Local 236

From: Arron Helm 
Chief Human Capital Officer
Office of Human Resources Management
U.S. General Services Administration

Subject: Termination of Collective Bargaining Agreement Pursuant to March 27, 2025,
Executive Order titled, *Exclusions from Federal Labor-Management Programs*

This memorandum serves as formal notice that the collective bargaining agreement (CBA) between the U.S. General Services Administration (GSA) and the American Federation of Government Employees (AFGE), Local 236 is terminated effective immediately, pursuant to the Executive Order *Exclusions from Federal Labor-Management Programs*, signed by President Donald J. Trump on March 27, 2025, and the accompanying guidance issued by the U.S. Office of Personnel Management (OPM).

The Executive Order, issued under the authority of 5 U.S.C. § 7103(b)(1), excludes GSA from coverage under the Federal Service Labor-Management Relations Statute. As a result, the statutory foundation for collective bargaining and union recognition no longer applies to GSA, and this action applies to all affected bargaining units within the agency.

Accordingly:

- GSA will no longer recognize AFGE as the exclusive representative of any bargaining unit.
- All union-related activities conducted on official duty time must cease immediately.
- Use of GSA office space, equipment, or other agency resources by the union must end, and all government-issued property must be returned without delay.
- All pending labor-related matters previously covered under the CBA—including grievances, arbitrations, and bargaining activities—are suspended unless otherwise directed.

- All future union communications must be directed to the National Labor Relations Team (NLRT) at nlrt@gsa.gov.

GSA appreciates AFGE's past engagement under the collective bargaining framework. Please direct any questions regarding this notice to the NLRT at the email address above.